

FILED
Loren Jackson
District Clerk

FEB 02 2009

P. 60
MODIX
DFREX

Time: _____
By _____
Harris County, Texas
Deputy

CAUSE NO. 2009-01433

BANDAS LAW FIRM, P.C., AND
MOULTON & MEYER, L.L.P.

VS.

RIGHT OF WAY MAINTENANCE
EQUIPMENT COMPANY D/B/A
ROWMEC

§
§
§
§
§
§
§

IN THE DISTRICT COURT

113th JUDICIAL DISTRICT

HARRIS COUNTY, TEXAS

SUPPLEMENTAL ORDER

On the twenty-third day of January, 2009 came on to be heard Plaintiffs' Bandas Law Firm, P.C. and Moulton & Meyer, L.L.P.'s ("Plaintiffs") Application for Temporary Injunction. The Court, having acknowledged that proper notice of this hearing was given to counsel for Defendant Right of Way Maintenance Equipment Company d/b/a Rowmec ("Rowmec"), having heard the arguments of counsel, and having considered the exhibits, evidence, and testimony offered at the hearing, found that Plaintiffs met all requirements for the issuance of a temporary injunction and therefore the Court entered a separate order granting Plaintiffs' application for temporary injunction, which all parties have received and which is attached hereto. The Court is also in possession of the original letter of credit and original amendment thereto are in the possession of the Court ("the Original Letter of Credit"):

Standby Letter of Credit
Issued by the Bank of Montreal, Toronto, Canada
Letter of Credit No. BMT 02040710S
Whitney Bank's reference No. AS53674

The Court further ORDERS as follows:

1. The Original Letter of Credit will be withdrawn from the Court, handed over to Chris Bandas of The Bandas Law Firm, P.C., and shall be presented to Whitney Bank and to the Bank of Montreal by Chris Bandas of The Bandas Law Firm, P.C.;

2. Rowmec, Cambridge Management Group, LLC, and Plaintiffs have conferred on the form of documents to be executed and presented to Whitney Bank and those documents shall be executed by John O'Hagan in the Courtroom of the 113th Judicial District Court of Harris County, Texas on behalf of Rowmec, pursuant to the attached Rule 11 Agreement, to ensure Whitney Bank honors the Original Letter of Credit;

3. Chris Bandas of The Bandas Law Firm, P.C. will receive the proceeds from the Original Letter of Credit or deposit such proceeds into the IOLTA account held by The Bandas Law Firm, P.C. Chris Bandas of The Bandas Law Firm, P.C. will then immediately deliver to Cambridge Management Group LLC the portion of the Recovery due it under the Assignment and Security Agreement, pursuant to the instructions of Cambridge Management Group LLC and the terms of the Assignment and Security Agreement.

4. Any and all remaining proceeds from the Original Letter of Credit that are received by The Bandas Law Firm, P.C. and after payment to Cambridge Management Group LLC shall be deposited into and shall remain in the registry of the 113th Judicial District Court of Harris County, Texas until further orders of this Court are issued.

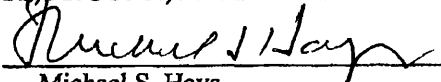
It is so ORDERED.

Signed on this the 2nd day of February, 2009.


JUDGE PRESIDING

APPROVED AND ENTRY REQUESTED:

HAYS, McCONN, RICE & PICKERING

By: 

Michael S. Hays
State Bar No. 09304500
Michael M. Gallagher
State Bar No. 24040941
1233 West Loop South, Suite 1000
Houston, Texas 77027
Telephone: (713) 654-1111
Facsimile: (713) 650-0027
ATTORNEYS FOR PLAINTIFFS
BANDAS LAW FIRM, P.C. AND
MOULTON & MEYER, L.L.P.

APPROVED AND ENTRY REQUESTED:

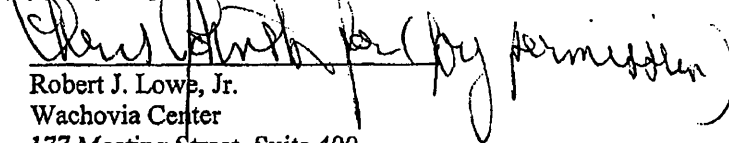
FIRTH JOHNSTON MARTINEZ

By: 

Christopher R. Johnston
State Bar No. 10884200
415 North Mesa, Suite 300
El Paso, Texas 79901
Telephone: (915) 532-7500
Facsimile: (915) 532-7503
ATTORNEYS FOR DEFENDANT
RIGHT OF WAY EQUIPMENT MAINTENANCE
COMPANY D/B/A ROWMEC

APPROVED AND ENTRY REQUESTED:


LOWE & ASSOCIATES

By: 

Robert J. Lowe, Jr.
Wachovia Center
177 Meeting Street, Suite 400
Charleston, South Carolina, 29401
ATTORNEYS FOR DEFENDANT
RIGHT OF WAY EQUIPMENT MAINTENANCE
COMPANY D/B/A ROWMEC


APPROVED AND ENTRY REQUESTED:

CRUSE, SCOTT, HENDERSON ALLEN, L.L.P.

By: 
David J. McTaggart
2777 Allen Parkway, 7th Floor
Houston, Texas 77019
ATTORNEY FOR DEFENDANT
SHACKELFORD LAW FIRM
x By permission

APPROVED AND ENTRY REQUESTED:

GARDERE WYNNE SEWELL LLP

By: 
Alexander C. Chae
State Bar No.04056090
1000 Louisiana, Suite 3400
Houston, Texas 77002-5007
ATTORNEY FOR DEFENDANT
CAMBRIDGE MANAGEMENT GROUP, LLC

CAUSE NO. 2009-01433

BANDAS LAW FIRM, P.C., AND	§	IN THE DISTRICT COURT
MOULTON & MEYER, L.L.P.	§	
	§	
VS.	§	113 th JUDICIAL DISTRICT
	§	
RIGHT OF WAY MAINTENANCE	§	
EQUIPMENT COMPANY D/B/A	§	
ROWMEC	§	HARRIS COUNTY, TEXAS

ORDER ON PLAINTIFFS' APPLICATION FOR TEMPORARY INJUNCTION

On the ____ day of January, 2009 came on to be heard Plaintiffs' Bandas Law Firm, P.C. and Moulton & Meyer, L.L.P.'s ("Plaintiffs") Petition for Temporary Injunction. The Court, having acknowledged that proper notice of this hearing was given to counsel for Defendant Right of Way Maintenance Equipment Company d/b/a Rowmec ("Rowmec"), having heard the arguments of counsel, and having considered the exhibits, evidence, and testimony offered at the hearing, finds as follows:

It clearly appears from these papers that Plaintiffs are entitled to a temporary injunction against Rowmec; that Plaintiffs will sustain irreparable harm for which they have no adequate remedy at law, and which is imminent, unless Rowmec, its agents, employees, and attorneys, or anyone acting in concert with or at the direction of Rowmec, is immediately enjoined from:

- a. Seeking any form of legal or equitable relief in Cause No. 09-01-00244; *Right of Way Maintenance Company, d/b/a Rowmec v. Bandas Law Firm, P.C., et al.*; in the 9th Judicial District Court of Montgomery County, Texas ("the Montgomery County lawsuit");
- b. Filing or sending or transmitting any notices, letters, motions, pleadings, or documents in connection with the Montgomery County lawsuit, other than to

expressly inform the judge of that Court that Rowmec is enjoined from any further action;

c. Taking any steps to take control of the standby letter of credit issued by the Bank of Montreal;

d. Taking any steps to collect funds through the standby letter of credit issued by the Bank of Montreal or by any other alternative means attempt to collect funds from Gyro-Trac and/or Bank of Montreal.

The Court further explicitly finds that in the absence of a temporary injunction, Plaintiffs would suffer an irreparable injury because Rowmec and its counsel would unduly and improperly interfere with the collection and presentment of the letter of credit to satisfy the judgment regarding the lawsuit styled *Right of Way Maintenance Equipment Company d/b/a Rowmec v. Gyro-Trac, Inc. and Gyro-Trac (USA), Inc.*, Civil Action No. 4:05-cv-4081; In the United States District Court for the Southern District of Texas, Houston Division ("the underlying lawsuit"). The Court further finds that in the absence of a temporary injunction, Plaintiffs would suffer an irreparable injury because Plaintiffs' property and contractual interest in the recovery of funds in the underlying lawsuit would be threatened by Rowmec's interference with the collection and presentment of the letter of credit to satisfy the judgment regarding the underlying lawsuit. The Court further finds that Plaintiffs have no adequate remedy at law because Rowmec initiated the Montgomery County lawsuit. The court further finds that Plaintiffs have no adequate remedy at law because Rowmec requested injunctive and monetary relief in the Montgomery County lawsuit, which, if granted, would place Plaintiffs in the position of having to comply with conflicting, contradictory orders from two separate Courts and would have resulted in Rowmec acquiring possession of the original letter of credit.

The Court finds that because it has possession of the original letter of credit, it has dominant jurisdiction over the property and property interests at issue in this lawsuit and that no other Court may exercise jurisdiction. The Court further finds that this lawsuit was filed before the Montgomery County lawsuit and that Rowmec filed the Montgomery County lawsuit after having actual knowledge of the existence of this lawsuit.

Based on the foregoing findings, exhibits, and evidence before the Court, which are incorporated by reference, the Court finds that Plaintiffs have met their evidentiary burden under the Texas Rules of Civil Procedure and have met all requirements for the issuance of a temporary injunction. The Court finds that Plaintiffs have presented evidence to support a probable right of recovery and a probably injury. The Court further finds that Plaintiffs have shown that in the absence of a temporary injunction, they will suffer an irreparable injury for which there is no adequate remedy at law. Therefore, it is hereby;

ORDERED that Rowmec, its agents, employees, and attorneys, or anyone acting in concert with or at the direction of Rowmec, is immediately enjoined from:

- a. Seeking any form of legal or equitable relief in the Montgomery County lawsuit;
- b. Filing or sending or transmitting any notices, letters, motions, pleadings, or documents in connection with the Montgomery County lawsuit, other than to expressly inform the judge of that Court that Rowmec is enjoined from any further action;
- c. Taking any steps to take control of the standby letter of credit issued by the Bank of Montreal;

d. Taking any steps to collect funds through the standby letter of credit issued by the Bank of Montreal or by any other alternative means attempt to collect funds from Gyro-Trac and/or Bank of Montreal.

The Court finds that the bond for this temporary injunction should be set at \$1,000.00. Because Plaintiffs have previously executed and filed with the Clerk a bond in that amount, they have met this requirement.

The Court hereby ORDERS that the trial of this lawsuit will occur on April 27, 2009, ~~at~~.

It is so ORDERED.

Signed on this the 23rd day of January, 2009.


JUDGE PRESIDING

APPROVED AND ENTRY REQUESTED:

HAYS, McCONN, RICE & PICKERING

By: 

Michael S. Hays
State Bar No. 09304500
Michael M. Gallagher
State Bar No. 24040941
1233 West Loop South, Suite 1000
Houston, Texas 77027
Telephone: (713) 654-1111
Facsimile: (713) 650-0027

ATTORNEYS FOR PLAINTIFFS
BANDAS LAW FIRM, P.C. AND
MOULTON & MEYER, L.L.P.

CAUSE NO. 2009-01433

BANDAS LAW FIRM, P.C., AND	§	IN THE DISTRICT COURT
MOULTON & MEYER, L.L.P.	§	
	§	
VS.	§	113 th JUDICIAL DISTRICT
	§	
RIGHT OF WAY MAINTENANCE	§	
EQUIPMENT COMPANY D/B/A	§	
ROWMEC	§	HARRIS COUNTY, TEXAS

RULE 11 AGREEMENT PERTAINING TO LETTER OF CREDIT

Pursuant to Rule 11 of the Texas Rules of Civil Procedure, the below parties or counsel executing this Rule 11 Agreement do hereby agree as follows:

1. The following original letter of credit and original amendment thereto are in the possession of the Court (hereinafter "Original LOC"):

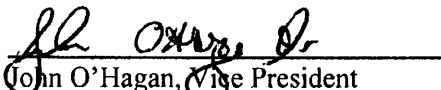
Standby Letter of Credit
Issued by the Bank of Montreal, Toronto, Canada
Letter of Credit No. BMT 02040710S
Whitney Bank's reference No. AS53674
2. Right of Way Maintenance Equipment, Inc. is the named beneficiary of the Original LOC;
3. Pursuant to TEX. BUS. & COM. CODE §5.114, Bandas Law Firm, P.C., Moulton & Meyer, L.L.P., Shackelford Law Firm, and Cambridge Management Group, LLC are assignees of a portion of Right of Way Maintenance Equipment, Inc.'s rights to payment under the Original LOC;
4. Pursuant to TEX. PROP. CODE §1.014, Bandas Law Firm, P.C., Moulton & Meyer, L.L.P., Shackelford Law Firm, and Cambridge Management Group, LLC have a property interest in proceeds from the Original LOC.
5. Right of Way Maintenance Equipment, Inc. disputes the extent and amount of the lien and property interest in the proceeds from the Original LOC by the Bandas Law Firm, P.C., Moulton & Meyer, L.L.P., and Shackelford Law Firm.

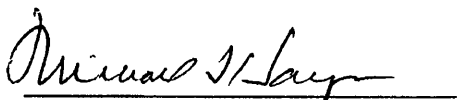
IT IS THEREFORE AGREED, that:

1. This Court will release the Original LOC in the possession of this Court to Bandas Law Firm, P.C.;

2. Bandas Law Firm, P.C. shall cause to be made a demand for payment on the Original LOC by submitting documents in the form attached hereto as Exhibit 1;
3. Pursuant to the agreement of the Parties, this Court shall enter the order attached hereto as Exhibit 2, requiring all proceeds from the Original LOC be deposited into the registry of the 113th Judicial District Court, Harris County, Texas;
4. John O'Hagan, as Vice President for Right of Way Maintenance Equipment, Inc., shall execute all documents in Exhibit 1 requiring his signature and any such signatures shall be made on such documents in the presence of this Court at the time this Order is signed by this Court;
5. Once the proceeds from the Original LOC are recovered by the Bandas Law Firm, P.C., Cambridge Management Group LLC will be paid the portion of the Recovery due it under the Assignment and Security Agreement, pursuant to the instructions of the Cambridge Management Group LLC and the terms of the Assignment and Security Agreement.
6. Any and all remaining proceeds from the Original Letter of Credit that are received by The Bandas Law Firm, P.C. and after payment to Cambridge Management Group LLC shall be deposited into and shall remain in the registry of the 113th Judicial District Court of Harris County, Texas until further orders of this Court are issued.

AGREED TO PURSUANT TO RULE 11 OF THE TEXAS RULES OF CIVIL PROCEDURE:

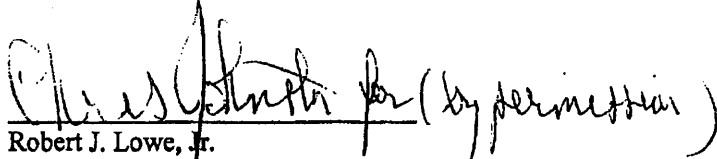
By: 
John O'Hagan, Vice President
Right of Way Maintenance Equipment, Inc.
11443 Old Highway 105 East
Conroe, Texas 77303

By: 
Michael S. Hays
Attorney for Bandas Law Firm, P.C. and
Moulton & Meyer, L.L.P.
Hays, McConn, Rice & Pickering
1233 West Loop South, Suite 1000
Houston, Texas 77027

By:

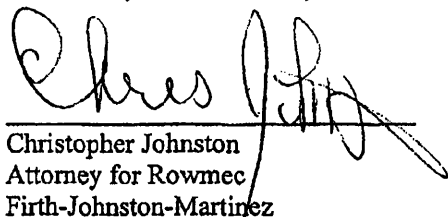
David J. McTaggart
Attorney for Shackelford Law Firm
Cruse, Scott, Henderson Allen, L.L.P.
2777 Allen Parkway, 7th Floor
Houston, Texas 77019

By:

 (by permission)


Robert J. Lowe, Jr.
Attorney for Rowmec
Lowe & Associates
Wachovia Center
177 Meeting Street, Suite 400
Charleston, South Carolina, 29401

By:



Christopher Johnston
Attorney for Rowmec
Firth-Johnston-Martinez
415 N. Mesa 3rd Fl
El Paso, Texas 79901

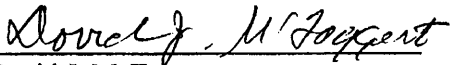
By:



Alexander C. Chae
Attorney for Cambridge Management Group, LLC
1000 Louisiana, Suite 3400
Houston, Texas 77002-5007

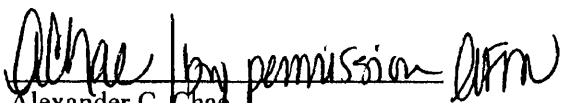
By:

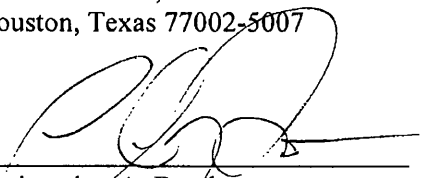
Christopher A. Bandas
Bandas Law Firm, P.C.
500 North Shoreline Blvd., Suite 1020
Corpus Christi, TX 78471

By: 
David J. McTaggart
Attorney for Shackelford Law Firm
Cruse, Scott, Henderson Allen, L.L.P.
2777 Allen Parkway, 7th Floor
Houston, Texas 77019
w/ permission - H Michael S. Hays

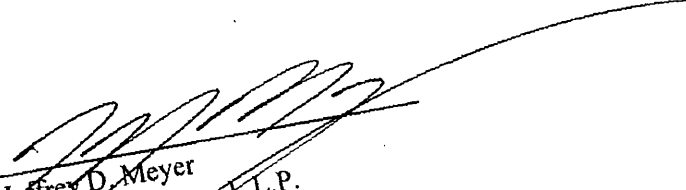
By: _____
Robert J. Lowe, Jr.
Attorney for Rowmec
Lowe & Associates
Wachovia Center
177 Meeting Street, Suite 400
Charleston, South Carolina, 29401

By: _____
Christopher Johnston
Attorney for Rowmec
Firth-Johnston-Martinez
415 N. Mesa 3rd Fl
El Paso, Texas 79901


By: 
Alexander C. Chae
Attorney for Cambridge Management Group, LLC
1000 Louisiana, Suite 3400
Houston, Texas 77002-5007

By: 
Christopher A. Bandas
Bandas Law Firm, P.C.
500 North Shoreline Blvd., Suite 1020
Corpus Christi, TX 78471

By:


Jeffrey D. Meyer
Moulton & Meyer, L.L.P.
800 Taft Street
Houston, Texas 77019

By: ✓


Patricia A. Shackelford
Shackelford Law Firm
P.O. Box 419
Corpus Christi, Texas 78403

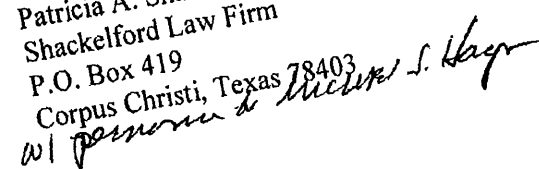
w/  Patricia A. Shackelford

EXHIBIT NO. 1

**RIGHT OF WAY MAINTENANCE
EQUIPMENT COMPANY, INC.
11443 OLD HIGHWAY 105 E
CONROE, TEXAS 77303**

January 19, 2009

Whitney Bank
As Advising Bank to the Bank of Montreal
Attn: Joann Daigle, International Banking
201 Camp Street
New Orleans, LA 70130

Re: Standby Letter of Credit
Issued by the Bank of Montreal, Toronto, Canada
Letter of Credit No. BMT 02040710S
Whitney Bank's Reference No. AS53674

Dear Ms. Daigle:

My name is John O'Hagan, Sr. I am the Vice President of Right of Way Maintenance Equipment Company, Inc. ("Right of Way").

Please find enclosed the following:

- (1) Right of Way's Letter Demand under the Standby Letter of Credit referenced above;
- (2) a certified copy of the Fifth Circuit's Final Disposition affirming the Judgment of the District Court in Cause No. 05-4081; and
- (3) the original Standby Letter of Credit dated January 18, 2008 that was amended on April 15, 2008.

In addition to the documents identified above, also enclosed for your file are:

- (4) a certified copy of a Certificate of Fact from the Texas Secretary of State's Office showing that I am the Vice President of Right of Way;
- (5) a certified copy of the Fifth Circuit's Opinion in the case disposing of Cause No. 05-4081;
- (6) a certified copy of the Judgment of the District Court in Cause No. 05-4081;
- (7) a certified copy of the Mandate issued by the Fifth Circuit; and
- (8) a certified copy of Agreed Order Controlling Demand for Payment by Beneficiary Under Letter of Credit.

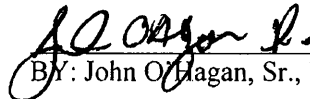
Payment on the Standby Letter of Credit should be made by cashier's check payable to Bandas Law Firm, P.C. IOLTA Account. Please notify Christopher A. Bandas at the address below when the cashier's check is ready for delivery:

Christopher A. Bandas
Bandas Law Firm, P.C.
500 N. Shoreline, Suite 1020
Corpus Christi, Texas 78471
(361) 698-5200 (o)
(361) 698-5222 (f)

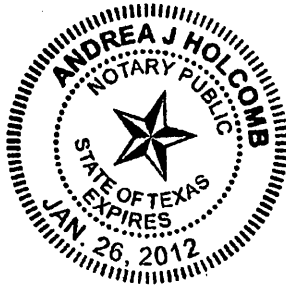
Please also notify Mr. Bandas if there are any discrepancies with the documents and Right of Way reserves its right to resubmit the documents to draw upon the Standby Letter of Credit. His telephone numbers are 361-698-5200 (office) and 361-877-9171 (cell). I appreciate your immediate attention to this matter.


Yours very truly,

Right of Way Maintenance Equipment
Company, Inc.


BY: John O'Hagan, Sr., Vice President

SWORN TO and SUBSCRIBED before me by John O'Hagan, Sr., on the 2 day of
January 2009.
FEBRUARY




Notary Public in and for the State of Texas

enclosures

ATTACHMENT NO. 1

DEMAND FOR PAYMENT ON STANDBY LETTER OF CREDIT

**RIGHT OF WAY MAINTENANCE
EQUIPMENT COMPANY, INC.
11443 OLD HIGHWAY 105 E
CONROE, TEXAS 77303**

January 6, 2009

Letter Demand

Re: Standby Letter of Credit
Issued by the Bank of Montreal, Toronto, Canada
Letter of Credit No. BMT 02040710S

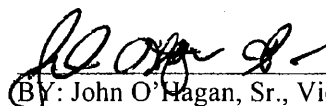
Dear Sirs:

My name is John O'Hagan, Sr. I am the Vice President of Right of Way Maintenance Equipment Company, Inc. ("Right of Way").

Right of Way hereby draws upon the Standby Letter of Credit issued by the Bank of Montreal identified above. Accordingly, Right of Way hereby formally demands payment in the full amount of the Standby Letter of Credit, \$3,600,000.00 in United States currency in accordance with the Court Order included as Attachment No. 8 to our letter of even date.

Yours very truly,


Right of Way Maintenance Equipment
Company, Inc.


By: John O'Hagan, Sr., Vice President

SWORN TO and SUBSCRIBED before me by John O'Hagan, Sr., on the 2 day of
~~January~~ 2009.

February




Notary Public in and for the State of Texas

ATTACHMENT NO. 2

DEMAND FOR PAYMENT ON STANDBY LETTER OF CREDIT

**RIGHT OF WAY MAINTENANCE
EQUIPMENT COMPANY, INC.
11443 OLD HIGHWAY 105 E
CONROE, TEXAS 77303**

January 19, 2009

Re: Standby Letter of Credit
Issued by the Bank of Montreal, Toronto, Canada
Letter of Credit No. BMT 02040710S

Dear Sirs:

My name is John O'Hagan, Sr. I am the Vice President of Right of Way Maintenance Equipment Company, Inc. ("Right of Way").

Attached is a certified copy of the United States Court of Appeals for the Fifth Circuit's Final Appellate Disposition Affirming the Judgment of the United States District Court for the Southern District of Texas, Houston Division, in Cause No. 05-4081.


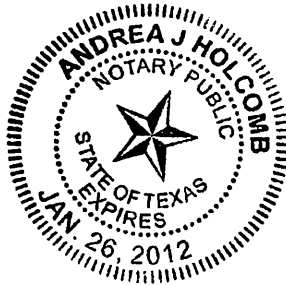
Yours very truly,

Right of Way Maintenance Equipment
Company, Inc.



By: John O'Hagan, Sr., Vice President

SWORN TO and SUBSCRIBED before me by John O'Hagan, Sr., on the 2 day of
~~January~~ 2009.
February


Notary Public in and for the State of Texas

UNITED STATES COURT OF APPEALS **FILED**

United States Court of Appeals
Fifth Circuit

December 18, 2008

FOR THE FIFTH CIRCUIT

Charles R. Fulbruge III
Clerk

No. 07-20528

D.C. Docket No. 4:05-CV-4081

RIGHT OF WAY MAINTENANCE COMPANY, doing business as Rowmec

Plaintiff - Appellee

v.

GYRO-TRAC INC; GYRO-TRAC (USA) INC

Defendants - Appellants

Appeal from the United States District Court for the
Southern District of Texas, Houston.

Before REAVLEY, CLEMENT, and PRADO, Circuit Judges.

J U D G M E N T

This cause was considered on the record on appeal and was argued by counsel.

It is ordered and adjudged that the judgment of the District Court is affirmed.

IT IS FURTHER ORDERED that defendants-appellants pay to plaintiff-appellee the costs on appeal.

ISSUED AS MANDATE:

A True Copy
Attest

Clerk, U.S. Court of Appeals, Fifth Circuit

By: 

Deputy

New Orleans, Louisiana

1/14/09

ATTACHMENT NO. 3

DEMAND FOR PAYMENT ON STANDBY LETTER OF CREDIT

Fasken Martineau DuMoulin S.E.N.C.R.L., s.r.l.

www.fasken.com

Avocats
Agents de brevets et marques de commerce

Bureau 800
140, Grande Allée Est
Québec (Québec) Canada G1R 5M8

418 640 2000 Téléphone
418 647 2455 Télécopieur

**FASKEN
MARTINEAU** 

Jean G. Morency
Direct 418 640 2002
jmorency@fasken.com

April 16, 2008

Me Jared LeBlanc
Buck, Keenan, Gage, Little & Lindley, L.L.P.
700 Louisiana, Suite 5100
Houston, Texas 77002

Currency/Amount : USD 3,600,000.00
Not Exceeding USD Three Million Six Hundred Thousand and
NO/100 U.S. Dollars

Issue Date : January 18, 2008

Expiry Date : January 18, 2009

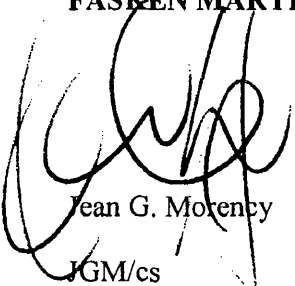
Expiry Place : Toronto

Dear Sir,

As per your instructions, enclosed please find a Letter of Credit opened in favor of Right of Way Maintenance Equipment Company by the Bank of Montreal, Toronto, Canada, which is conveyed to you without any engagement or responsibility on our part.

Yours truly,

FASKEN MARTINEAU DuMOULIN S.E.N.C.R.L., s.r.l.



Jean G. Morency

JGM/cs

Enclosed

DM_QUE/117412-00009/351395.1

Vancouver

Calgary

Toronto

Montréal

Québec

New York

Londres

Johannesburg

WHITNEY NATIONAL BANK
International Banking Dept.
201 Camp Street
New Orleans, LA 70130

February 13, 2008

Jared G. LeBlanc
Buck, Keenan, Gage, Little & Lindley, L.L.P.
700 Louisiana, Suite 5100
Houston, Texas 77002

Our Reference: AS53674
Advice of Letter of Credit No.: BMT02040710S

Beneficiary:
Right of Way Maintenance Equipment Company
11443, Old Hwy. 105 E
Conroe, TX 77303

Applicant:
Gyro-Trac (U.S.A.) Inc.
10, Plying Cloud Drive
Summerville, SC 29483 8113

Opening Bank:
The Bank of Montreal
234 Simcoe Street, Floor 3
Toronto, Canada

Currency/Amount: USD 3,600,000.00
Not Exceeding USD Three Million Six Hundred Thousand and NO/100 U.S. Dollars
Issue Date: January 18, 2008
Expiry Date: January 17, 2009
Expiry Place: Toronto

Dear Sirs:

As per your instructions, enclosed please find a Letter of Credit opened in favor of Right of Way Maintenance Equipment Company by The Bank of Montreal, Toronto, Canada, which is conveyed to you without any engagement or responsibility on our part.

The attached document is the operative instrument.

In order to avoid delays in obtaining payment(s) carefully review the attached instrument. Should you not be in a position to comply with its terms, please contact the applicant and arrange to have the Letter of Credit amended.

Please remember to quote our Reference No. AS53674, when referring to this Letter of Credit.

This Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International chamber of Commerce, Paris, France, Publication No. 600.

If you have any questions, you may contact International Banking Department by phone: 504-586-7301, fax: 504-619-4158 or SWIFT: WHITUS44.



Authorized Signature

ORIGINAL

PRINTED BY TurboSwift AT: 2008.01.22 08:54:03 FOR: WHITUS44AXXX

Message Name: ISSUE OF A DOCUMENTARY CREDIT

Message Type: F 700 Sent/Received: BOFMCAT2AXXX

Direction: Output BANK OF MONTREAL, THE

Priority: Normal 234 SIMCOE STREET

Session: 4700 FLOOR 3

Sequence: 208983 TORONTO

MIR: 080118BOFMCAT2AXXX3828302086

MOR: 080118WHITUS44AXXX4700208983

MUR:

Input Time	Output Time	ACK Flag	NAK Code	DUP Flag	AUTH Code
1700	1600	0			SP--

1: MESSAGE HEADER
F01WHITUS44AXXX4700208983

2: APPLICATION HEADER
07001700080118BOFMCAT2AXXX38283020860801181600N

1: MESSAGE TEXT

: Sequence of Total
Sequence of Total: 1/1

:40A: Form of Documentary Credit
IRREVOCABLE STANDBY

:50: Documentary Credit Number
BMT02040710S

:31C: Date of Issue
Date: 080118

:10E: Applicable Rules
UCP LATEST VERSION

:10D: Date and Place of Expiry
Date: 090117
Place: TORONTO

:10I: Applicant
GYRO-TRAC (U.S.A.) INC.
10, PLYING CLOUD DRIVE,
SUMMERVILLE, SC. 29483 8113 US

:50: Beneficiary
Optional Account Line:
Full Address: RIGHT OF WAY MAINTENANCE
EQUIPMENT COMPANY
11443, OLD HWY 105 E
CONROE, TX 77303 US

:10E: Currency Code, Amount
Currency Code: USD
Amount: 3'600'000,00

:40A: Available With ... By ...

10 bank ID code: BOFMCAT2
BANK OF MONTREAL, THE
234 SIMCOE STREET
FLOOR 3
TORONTO

WHITUS44AXXX
11443, OLD HWY 105 E
CONROE, TX 77303 US

AMOUNT ASS3674

PRINTER: PRLC.1885.009400 QUEUE: PRINTLCQ BY: PRLC
DATABASE KEY: 200801181601020000 USER KEY: 200801181601020000 PAGE: 1

PRINTED BY TurboSwift AT: 2008.01.22 08:54:03 FOR: WHITUS44AXXX

By: BY PAYMENT

:TA: Additional Conditions

URGENT URGENT URGNT

WITHOUT ANY ENGAGEMENT ON YOUR PART, PLEASE ADVISE THIS STANDBY LETTER OF CREDIT TO THE BENEFICIARY BY FORWARDING YOUR ORIGINAL ADVICE, VIA COURIER, TO THE FOLLOWING PARTY:

BUCK, KEENAN, GAGE, LITTLE AND LINDLEY, L.L.P.

700 LOUISIANA STREET, SUITE 5100

HOUSTON, TEXAS 77002

C/O MR. JARED LEBLANC, ATTORNEY

AT THE REQUEST AND FOR THE ACCOUNT OF GYRO-TRAC (U.S.A.) INC., 10, PLYING CLOUD DRIVE, SUMMERVILLE, SC 29483 8113, USA

(HEREINAFTER REFERRED TO AS THE 'APPLICANT'), WE HEREBY ISSUE IN FAVOR OF RIGHT OF WAY MAINTENANCE EQUIPMENT COMPANY, 11443, OLD HWY 105 E, CONROE, TX 77303, USA (HEREINAFTER REFERRED TO AS THE 'BENEFICIARY') THIS IRREVOCABLE STANDBY LETTER OF CREDIT (HEREINAFTER REFERRED TO AS THE 'CREDIT') FOR AN AMOUNT NOT EXCEEDING THREE MILLION SIX HUNDRED THOUSAND AND 00/100'S UNITED STATES DOLLARS (USD3,600,000.00), AS A SECURITY OF THE FINANCIAL OBLIGATIONS OF THE APPLICANT PENDING A COURT ORDER ON THE FINAL APPELLATE DISPOSITION OF NO. 05-4081, RIGHT OF WAY MAINTENANCE COMPANY D/B/A ROWMEC V. GYRO-TRAC, INC AND GYRO-TRAC (U.S.A.), INC, IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION, ON APPEAL TO THE UNITED STATES COURT OF APPEAL FOR THE FIFTH CIRCUIT.

THIS CREDIT IS AVAILABLE FOR PAYMENT AT OUR COUNTERS ON BENEFICIARY'S FIRST SIGNED WRITTEN DEMAND ADDRESSED TO OUR BANK THROUGH THE ADVISING BANK, ACOMPANIED BY THE FOLLOWING DOCUMENTS

1. BENEFICIARY'S SIGNED CERTIFICATE INDICATING THE AMOUNT CLAIMED AND A CERTIFIED COPY OF THE UNITED STATES COURT OF APPEAL FOR THE FIFTH CIRCUIT ORDER ON APPELLATE DISPOSITION OF NO. 05-4081 MAINTAINING THE JUDGMENT OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION.

2. THE ORIGINAL CREDIT INSTRUMENT.

ONLY ONE DRAW IS ALLOWED UNDER THIS CREDIT, EITHER FOR PART OF THE CREDIT AMOUNT OF FOR THE FULL AMOUNT.

THIS CREDIT EXPIRES AT OUR COUNTERS ON JANUARY 17, 2009, HOWEVER IT IS DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE THEREOF UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO SUCH EXPIRATION DATE WE NOTIFY YOU BY AUTHENTICATED SWIFT THROUGH THE ADVISING BANK, THAT WE ELECT NOT TO CONSIDER THIS CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD. UPON RECEIPT OF SUCH NOTICE YOU MAY CALL FOR PAYMENT OF THE OUTSTANDING AMOUNT OF THE CREDIT UPON PRESENTATION OF YOUR SIMPLE SIGNED DEMAND ACCOMPANIED BY THE ORIGINAL CREDIT INSTRUMENT AND A CERTIFIED COPY OF THE UNITED STATES COURT OF APPEAL FOR THE FIFTH CIRCUIT ORDER ON APPELLATE DISPCOSITION OF NO. 05-4081 MAINTAINING THE JUDGMENT OF THE

PRINTER: PRLC.1885.009400 QUEUE: PRINTLCQ BY: PRLC

DATABASE KEY: 200801181601020000 USER KEY: 200801181601020000

PAGE: 2

A553674

SENT BY TurboSwift AT: 2008.01.22 08:54:03 FOR: WHITUS44AXXX

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS,
HOUSTON DIVISION.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS CREDIT IS
SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY
CREDITS (2007 REVISION, INTERNATIONAL CHAMBER OF COMMERCE,
PARIS, FRANCE, PUBLICATION NO. 600). THE NUMBER AND THE NAME OF
OUR BANK MUST BE QUOTED ON THE DOCUMENT REQUIRED.

:00: Charges

Free Format: ALL BANKING CHARGES ARE FOR THE
ACCOUNT OF THE APPLICANT.

:40: Confirmation Instructions
WITHOUT

:75: Instructions to the Paying/Accepting/Negotiating Bank
DEMANDS BY AUTHENTICATED SWIFT FROM THE ADVISING BANK ARE
AUTHORIZED PROVIDED THE ADVISING BANK CERTIFIES THAT IT HAS
RECEIVED A CLAIM STRICTLY IN COMPLIANCE WITH THE TERMS AND
CONDITIONS OF OUR CREDIT.

ALL DOCUMENTS MUST BE FORWARDED TO BANK OF MONTREAL,
INTERNATIONAL OPERATIONS CENTRAL, 234 SIMCOE STREET, TORONTO,
ONTARIO, M5T 1T4 BY COURRIER CHARGES FOR BENEFICIARY'S ACCOUNT.

5: TRAILER

CHK: Checksum B021DAE70F28

**** END OF MESSAGE ****

WHITNEY NATIONAL BANK
NEW ORLEANS, LA
LETTER OF CREDIT SECTION

ATTN: NO. AS53674

INTER: PRLC.1885.009400 QUEUE: PRINTLCQ BY: PRLC
DATABASE KEY: 200801181601020000 USER KEY: 200801181601020000 PAGE: 3

WHITNEY NATIONAL BANK
International Banking Dept.
201 Camp Street
New Orleans, LA 70130

April 16, 2008

Jared G. LeBlanc
Buck, Keeman, Gage, Little & Lindley, L.L.P.
700 Louisiana, Suite 5100
Houston, Texas 77002

Our Reference: AS53674
Amendment to a Documentary Credit No.: BMT0204071OS

Beneficiary:

Right of Way Maintenance Equipment Company, Inc.
11443, Old Hwy 105 E
Conroe, TX 77303

Applicant:

Gyro-Trac (U.S.A.) Inc.
10, Flying Cloud Drive
Summerville, SC 29483 8113

Opening Bank:

The Bank Of Montreal
234 Simcoe Street, Floor 3
Toronto, Canada

Applicant: Gyro-Trac (U.S.A.) Inc.
Issue Date: January 18, 2008
Amendment Date: April 16, 2008
Expiry Date: January 19, 2009
Expiry Place: TORONTO

Dear Sirs,

Please find enclosed an amendment to Documentary Letter of Credit number BMT0204071OS .

This amendment has been issued by Bank of Montreal and is conveyed to you without any engagement or responsibility on our part.

This amendment must be considered as part of the Letter of Credit, and must be attached thereto.

In order to avoid delays in obtaining payment, carefully review the attached amendment. Should you not be in a position to comply with its terms, please contact the applicant and arrange to have the Credit amended.

Please remember to quote our Reference No. AS53674 when referring to this Letter of Credit.

Unless otherwise stated, this Standby Letter of Credit is issued subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision International Chamber of Commerce, Paris, Publication No. 600).



ORIGINAL

PRINTED BY TurboSwift AT: 2008.04.16 07:53:42 FOR: WHITUS44AXXX

Message Name: DOCUMENTARY CREDIT AMENDMENT

Message Type: F 707 Sent/Received: BOFMCAT2AXXX

Direction: Output BANK OF MONTREAL, THE

Priority: Normal 234 SIMCOE STREET

Session: 4727 FLOOR 3

Sequence: 212613 TORONTO

Input Output ACK NAK DUP AUTH

Time Time Flag Code Flag Code

MIR: 080416BOFMCAT2AXXX3851498066

MOR: 080416WHITUS44AXXX4727212613

MUR:

----- SP--
0853 0753 0-----
1: MESSAGE HEADER

F01WHITUS44AXXX4727212613

2: APPLICATION HEADER

07070853080416BOFMCAT2AXXX38514980660804160753N

4: MESSAGE TEXT

:20: Sender's Reference

TRN: BMT02040710S

:21: Receiver's Reference

Reference: AS53674

:31C: Date of Issue

Date: 080118

:30: Date of Amendment

Date: 080415

:26E: Number of Amendment

1

:59: Beneficiary (before this amendment)

Optional Account Line:

Full Address: RIGHT OF WAY MAINTENANCE

EQUIPMENT COMPANY

11443, OLD HWY 105 E

CONROE, TX 77303 US

:31E: New Date of Expiry

Date: 090119

:79: Narrative

Free Format:

THE BENEFICIARY HAS BEEN AMENDED TO: RIGHT OF WAY
MAINTENANCE, EQUIPMENT COMPANY, INC., 11443, OLD
HWY 105 E, CONROE, TX 77303 UNITED STATES
(COMMA BETWEEN 'MAINTENANCE' AND 'EQUIPMENT' IN
BENEFICIARY'S NAME ABOVE IS DELETED)

PART 1 OF 4

THE TEXT OF THIS STANDBY LETTER OF CREDIT STARTING
FROM 'AT THE REQUEST AND FOR ACCOUNT OF . . .' IS
NOW AMENDED TO READ AS FOLLOWS:

'AT THE REQUEST AND FOR THE ACCOUNT OF GYRO-TRAC
(U.S.A.) INC., 10, FLYING CLOUD DRIVE,
SUMMERVILLE, SC 29483 8113, USA (HEREINAFTER
REFERRED TO AS THE 'APPLICANT'), WE HEREBY ISSUE

TER: PRLC.2068.010197

QUEUE: PRINTLCQ

BY: PRLC

CASE KEY: 200804160753410000

USER KEY: 200804160753410000

PAGE: 1

WHITUS NATIONAL BANK
NEW ORLEANS, LA
LETTER OF CREDIT SECTION

AS53674

PRINTED BY TurboSwift AT: 2008.04.16 07:53:42 FOR: WHITUS44AXXX

IN FAVOR OF RIGHT OF WAY MAINTENANCE EQUIPMENT
COMPANY, INC. (HEREINAFTER REFERRED TO AS THE
'BENEFICIARY') THIS IRREVOCABLE STANDBY LETTER OF
CREDIT (HEREINAFTER REFERRED TO AS THE 'CREDIT')
FOR AN AMOUNT NOT EXCEEDING THREE MILLION SIX
HUNDRED THOUSAND AND 00/100'S UNITED STATES
DOLLARS (USD3,600,000.00), AS A SECURITY OF THE
FINANCIAL OBLIGATIONS OF THE APPLICANT PENDING A

.
(TO BE CONTINUED IN OUR MT799 - AMENDMENT NO. 1)
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

:72: Sender to Receiver Information

Narrative:

PLS ADVISE THIS AMD TO THE BNF VIA
COURIER, TO: JARED G. LEBLANC,
ESQ., BUCK, KEENAN, GAGE, LITTLE
AND LINDLEY, L.L.P., 700 LOUISIANA
ST., STE. 5100, HOUSTON, TX 77002.

5: TRAILER

CHK: Checksum

2F199F0FB68E

**** END OF MESSAGE ****

AS53674

PRINTER: PRLC.2068.010197 QUEUE: PRINTLCQ BY: PRLC
DATABASE KEY: 200804160753410000 USER KEY: 200804160753410000 PAGE: 2

PRINTED BY TurboSwift AT: 2008.04.16 10:52:05 FOR: WHITUS44AXXX

***** CAUTION *** COPY COPY COPY COPY COPY COPY COPY COPY COPY COPY *** CAUTION **

Message Name: FREE FORMAT MESSAGE

Message Type: F 799 Sent/Received: BOFMCAT2AXXX

Direction: Output

Priority: Normal

Session: 4727

Sequence: 212614

BANK OF MONTREAL, THE

234 SIMCOE STREET

FLOOR 3

TORONTO

MIR: 080416BOFMCAT2AXXX3851498067

MOR: 080416WHITUS44AXXX4727212614

MUR:

Input Output ACK NAK DUP AUTH

Time Time Flag Code Flag Code

0853 0753 0 ----- SP--

1: MESSAGE HEADER

F01WHITUS44AXXX4727212614

2: APPLICATION HEADER

07990853080416BOFMCAT2AXXX38514980670804160753N

4: MESSAGE TEXT

:20: Transaction Reference Number

TRN: BMT02040710S

:21: Related Reference

Reference: AS53674

:79: Narrative

Free Format:

PART 2 OF 4

(CONTINUED FROM OUR MT707 - AMENDMENT NO. 1)

COURT ORDER ON THE FINAL APPELLATE DISPOSITION OF

NO. 05-4081, RIGHT OF WAY MAINTENANCE COMPANY

D/B/A ROWMEC V. GYRO-TRAC, INC AND GYRO-TRAC

(U.S.A.), INC, IN THE UNITED STATES DISTRICT

COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON

DIVISION, ON APPEAL TO THE UNITED STATES COURT OF

APPEAL FOR THE FIFTH CIRCUIT.

THIS CREDIT IS AVAILABLE FOR PAYMENT AT OUR

COUNTERS ON BENEFICIARY'S FIRST SIGNED DEMAND AND

UPON RECEIPT OF THE FOLLOWING DOCUMENTS:

1. BENEFICIARY'S SIGNED LETTER DEMAND INDICATING

THE AMOUNT CLAIMED AND A CERTIFIED COPY OF THE

UNITED STATES COURT OF APPEAL FOR THE FIFTH

CIRCUIT ORDER ON THE FINAL APPELLATE DISPOSITION

OF NO. 05-4081, AFFIRMING OR MODIFYING THE

JUDGMENT OF THE UNITED STATES DISTRICT COURT FOR

THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION,

AND INDICATING THE AMOUNT GYRO-TRAC, INC. AND

GYRO-TRAC (U.S.A.) INC. IS ORDERED TO PAY.

2. THE ORIGINAL CREDIT INSTRUMENT.

THE PAYMENT UNDER THIS DOCUMENT 1 ABOVE SHALL BE

***** CAUTION *** COPY COPY COPY COPY COPY COPY COPY COPY COPY COPY *** CAUTION **

PRINTER: . . QUEUE: PRINTLCQ BY: GUY9428

DATABASE KEY: 200804160753410100 USER KEY: 200804160753410100

PAGE: 1

PRINTED BY TurboSwift AT: 2008.04.16 10:52:05 FOR: WHITUS44AXXX

***** CAUTION *** COPY COPY COPY COPY COPY COPY COPY COPY COPY COPY *** CAUTION **

IN THE AMOUNT ORDERED BY THE UNITED STATES COURT
OF APPEAL FOR THE FIFTH CIRCUIT, AND MUST NOT
EXCEED THE FACE AMOUNT OF THIS CREDIT.
ONLY ONE DRAW IS ALLOWED UNDER THIS CREDIT, EITHER
FOR PART OF THE CREDIT AMOUNT OF FOR THE FULL
AMOUNT, AS PROVIDED HEREIN.
(TO BE CONTINUED IN OUR MT799 - AMENDMENT NO. 1)

5: TRAILER
CHK: Checksum

59FBBD720F6E

**** END OF MESSAGE ****

AMOUNT AS53674

***** CAUTION *** COPY COPY COPY COPY COPY COPY COPY COPY COPY COPY *** CAUTION **

PRINTER: . . . QUEUE: PRINTLCQ BY: GUY9428
DATABASE KEY: 200804160753410100 USER KEY: 200804160753410100 PAGE: 2

PRINTED BY TurboSwift AT: 2008.04.16 07:54:31 FOR: WHITUS44AXXX

Message Name: FREE FORMAT MESSAGE

Message Type: F 799

Sent/Received: BOFMCAT2AXXX

Direction: Output

BANK OF MONTREAL, THE

Priority: Normal

234 SIMCOE STREET

Session: 4727

FLOOR 3

Sequence: 212615

TORONTO

MIR: 080416BOFMCAT2AXXX3851498068

Input Output ACK NAK DUP AUTH

MOR: 080416WHITUS44AXXX4727212615

Time Time Flag Code Flag Code

MUR:

----- SP--

1: MESSAGE HEADER

F01WHITUS44AXXX4727212615

2: APPLICATION HEADER

07990854080416BOFMCAT2AXXX38514980680804160754N

4: MESSAGE TEXT

:20: Transaction Reference Number

TRN: BMT02040710S

:21: Related Reference

Reference: AS53674

:79: Narrative

Free Format:

PART 3 OF 4

(CONTINUED FROM OUR MT799 - AMENDMENT NO. 1)
 THIS CREDIT EXPIRES AT OUR COUNTERS ON JANUARY 19, 2009, HOWEVER IT IS DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE THEREOF UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO SUCH EXPIRATION DATE WE NOTIFY YOU IN WRITING BY AUTHENTICATED SWIFT THROUGH THE ADVISING BANK, THAT WE ELECT NOT TO CONSIDER THIS CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD. UPON RECEIPT OF SUCH NOTICE YOU MAY CALL FOR PAYMENT OF THE OUTSTANDING AMOUNT OF THE CREDIT UPON PRESENTATION OF YOUR SIGNED LETTER DEMAND INDICATING THE AMOUNT CLAIMED, ACCOMPANIED BY THE ORIGINAL CREDIT INSTRUMENT AND THE WRITTEN NOTICE OF NON-RENEWAL. ANY PAYMENT UNDER THIS PARAGRAPH MAY BE MADE ONLY TO THE ORDER OF THE REGISTRY OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION, TO HOLD PENDING FURTHER COURT ORDERS.
 (TO BE CONTINUED IN OUR MT799 - AMENDMENT NO. 1)

5: TRAILER

CHK: Checksum

07C9AD864E35

**** END OF MESSAGE ****

PRINTER: PRLC.2068.010198 QUEUE: PRINTLCQ BY: PRLC

DATABASE KEY: 200804160754310000 USER KEY: 200804160754310000

PAGE: 1

PRINTED BY TurboSwift AT: 2008.04.16 10:52:17 FOR: WHITUS44AXXX

***** CAUTION *** COPY COPY COPY COPY COPY COPY COPY COPY COPY COPY *** CAUTION **

Message Name: FREE FORMAT MESSAGE

Message Type: F 799 Sent/Received: BOFMCAT2AXXX

Direction: Output

Priority: Normal

Session: 4727

Sequence: 212616

BANK OF MONTREAL, THE

234 SIMCOE STREET

FLOOR 3

TORONTO

MIR: 080416BOFMCAT2AXXX3851498069

MOR: 080416WHITUS44AXXX4727212616

MUR:

Input Time Output Time ACK Flag NAK Code DUP Flag AUTH Code

0854 0754 0 ----- SP--

1: MESSAGE HEADER

F01WHITUS44AXXX4727212616

2: APPLICATION HEADER

07990854080416BOFMCAT2AXXX38514980690804160754N

4: MESSAGE TEXT

:20: Transaction Reference Number

TRN: BMT02040710S

:21: Related Reference

Reference: AS53674

:79: Narrative

Free Format:

PART 4 OF 4

(CONTINUED FROM OUR MT799 - AMENDMENT NO. 1)

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS

CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND

PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION,

INTERNATIONAL CHAMBER OF COMMERCE, PARIS, FRANCE,

PUBLICATION NO. 600). THE NUMBER AND THE NAME OF

OUR BANK MUST BE QUOTED ON THE DOCUMENT REQUIRED.

BANK TO BANK:

DEMAND BY AUTHENTICATED SWIFT IS AUTHORIZED

PROVIDED THE ADVISING BANK CERTIFIES THAT IT HAS

RECEIVED A CLAIM STRICTLY IN COMPLIANCE WITH THE

TERMS AND CONDITIONS OF OUR CREDIT.

ALL DOCUMENTS MUST BE FORWARDED TO BANK OF

MONTREAL, GLOBAL TRADE SERVICES, 234 SIMCOE

STREET, 3RD FLOOR, TORONTO, ONTARIO M5T 1T4,

CANADA, BY COURIER (COURIER CHARGES FOR

BENEFICIARY'S ACCOUNT).

END OF AMENDMENT.

BEST REGARDS.

BMO BANK OF MONTREAL

GLOBAL TRADE SERVICES

5: TRAILER

***** CAUTION *** COPY COPY COPY COPY COPY COPY COPY COPY COPY COPY *** CAUTION **

PRINTER: . . . QUEUE: PRINTLCQ BY: GUY9428

DATABASE KEY: 200804160754330000 USER KEY: 200804160754330000

PAGE: 1

PRINTED BY TurboSwift AT: 2008.04.16 10:52:17 FOR: WHITUS44AXXX

***** CAUTION *** COPY COPY COPY COPY COPY COPY COPY COPY COPY COPY *** CAUTION **

CHK: Checksum EAE017B4D724

***** END OF MESSAGE *****

WINTHROP NATIONAL BANK
NEW ORLEANS, LA
LETTERS OF COLLECTION

AD 12345 AS53674

***** CAUTION *** COPY COPY COPY COPY COPY COPY COPY COPY COPY COPY *** CAUTION **

PRINTER: . . . QUEUE: PRINTLCQ BY: GUY9428
DATABASE KEY: 200804160754330000 USER KEY: 200804160754330000 PAGE: 2

ATTACHMENT NO. 4

DEMAND FOR PAYMENT ON STANDBY LETTER OF CREDIT

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Hope Andrade
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that according to the most recent information in the records of this office the following persons are listed as managerial officials for RIGHT OF WAY MAINTENANCE EQUIPMENT COMPANY, a Domestic For-Profit Corporation, file number 77241500.

William O'Hagan Sr
PRESIDENT

P O Box 853
New Waverly
Texas
USA
77358

William O'Hagan Sr
Director

P O Box 853
New Waverly
Texas
USA
77358

Joan O'Hagan
SECRETARY

11443 Old Hwy 105 E
Conroe
Texas
USA
77303

Joan O'Hagan
Director

11443 Old Hwy 105 E
Conroe
Texas
USA
77303

William O'Hagan Jr
VICE PRESIDENT

11443 Old Hwy 105 E
Conroe
Texas
USA
77303

William O'Hagan Jr
Director

11443 Old Hwy 105 E
Conroe
Texas
USA
77303

Phone: (512) 463-5555
Prepared by: Victoria Nunez

Come visit us on the internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709
TID: 10251

Dial: 7-1-1 for Relay Services
Document: 241689560002

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Hope Andrade
Secretary of State

Office of the Secretary of State

John O'Hagan Sr
VICE PRESIDENT

11443 Old Hwy 105 E
Conroe
Texas
USA
77303

John O'Hagan Sr
Director

11443 Old Hwy 105 E
Conroe
Texas
USA
77303

Scott O'Hagan
VICE PRESIDENT

11443 Old Hwy 105 E
Conroe
Texas
USA
77303

Scott O'Hagan
Director

11443 Old Hwy 105 E
Conroe
Texas
USA
77303

In testimony whereof, I have hereunto signed my name
officially and caused to be impressed hereon the Seal of
State at my office in Austin, Texas on January 05, 2009.

Phone: (512) 463-5555
Prepared by: Victoria Nunez

Come visit us on the internet at <http://www.sos.state.tx.us/>

Fax: (512) 463-5709
TID: 10251

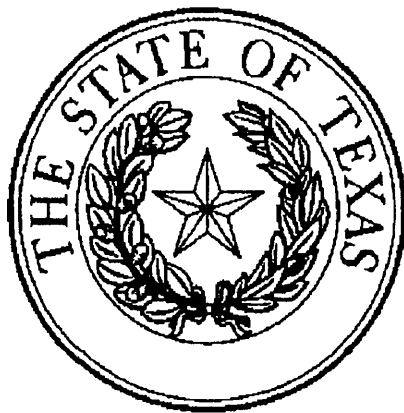
Dial: 7-1-1 for Relay Services
Document: 241689560002

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Hope Andrade
Secretary of State

Office of the Secretary of State

A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

Phone: (512) 463-5555
Prepared by: Victoria Nunez

Come visit us on the internet at <http://www.sos.state.tx.us/>

Fax: (512) 463-5709
TID: 10251

Dial: 7-1-1 for Relay Services
Document: 241689560002

ATTACHMENT NO. 5

DEMAND FOR PAYMENT ON STANDBY LETTER OF CREDIT

**IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT**

United States Court of Appeals
Fifth Circuit

FILED

December 18, 2008

No. 07-20528

Charles R. Fulbruge III
Clerk

RIGHT OF WAY MAINTENANCE COMPANY, doing business as Rowmec

Plaintiff-Appellee

v.

GYRO-TRAC INC; GYRO-TRAC (USA) INC

Defendants-Appellants

Appeal from the United States District Court
for the Southern District of Texas
USDC No. 4:05-CV-4081

Before REAVLEY, CLEMENT, and PRADO, Circuit Judges.

PER CURIAM:*

Right of Way Maintenance Co. ("Rowmec"), a dealer of tree-clearing equipment, sued Gyro-Trac, Inc. and Gyro-Trac (U.S.A.), Inc. (collectively, "Gyro-Trac"), a supplier, for breach of contract and termination of a dealership without cause in violation of Chapter 19 of the Texas Business and Commerce Code ("Chapter 19"). A jury found that Gyro-Trac had breached the contract and terminated the dealership without cause, and awarded Rowmec \$3.6 million in damages. Gyro-Trac appeals. We affirm.

* Pursuant to 5TH CIR. R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR. R. 47.5.4.

No. 07-20528

First, Gyro-Trac argues that the evidence was legally insufficient to support the jury's finding of a breach of contract because Rowmec owed it money and thus the contract had already been breached. Rowmec, however, presented evidence at trial that Gyro-Trac had extended it a \$500,000 line of credit and disputed Gyro-Trac's claims that the account balance was above \$500,000. Gyro-Trac contends that Rowmec's argument relies on the O'Hagan Binder—admitted as a summary under Federal Rule of Evidence 1006—which was hearsay and should not have been admitted. But Rule 1006 is “a special exception to the hearsay rule,” and does not require an authenticating witness. JACK B. WEINSTEIN & MARGARET A. BERGER, WEINSTEIN'S FEDERAL EVIDENCE § 1006.05[4] (Joseph M. McLaughlin ed., 2d ed. 2007). Moreover, although summaries must “accurately reflect the underlying records or testimony,” *United States v. Taylor*, 210 F.3d 311, 315 (5th Cir. 2000), they cannot be excluded simply because they *might* be inaccurate, WEINSTEIN, *supra*, § 1006.07[1]. The trial court did not abuse its discretion in admitting the O'Hagan Binder. Gyro-Trac has provided no convincing argument to suggest that the O'Hagan Binder was not admissible as a summary of “voluminous writings . . . which [could not] conveniently be examined in court.” *See United States v. Stephens*, 779 F.2d 232, 239 & n.9 (5th Cir. 1985) (quoting FED. R. EVID. 1006). We also determine that the jury had legally sufficient evidence to find that Gyro-Trac breached the contract.¹

Next, Gyro-Trac argues that the evidence was legally insufficient to support the damages award. It claims that the opinions of Rowmec's damages expert were unreliable and should have been excluded. Texas law does require that damages be based on “objective data.” *Helena Chem. Co. v. Wilkins*, 47

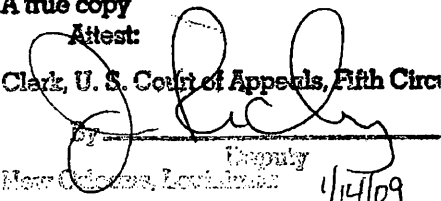
¹ Gyro-Trac also claims that Rowmec waived its breach of contract on a separate consignment machine issue. But Rowmec was never silent about Gyro-Trac's failure to provide consignment machines, and we hold that it never possessed the intent to waive this issue. *See Aguiar v. Segal*, 167 S.W.3d 443, 451 (Tex. App. 2005).

No. 07-20528

S.W.3d 486, 505 (Tex. 2001). In calculating damages, the expert relied on six months of actual sales history, purchases of Gyro-Trac machines and competitive machines by established customers of Rowmec, Gyro-Trac's sales projections for the dealership area, and testimony from Rowmec customers as to their buying habits and expected future business. Gyro-Trac does not dispute the methodology of calculating damages, only the predicate facts. There was ample objective data available, and we conclude that the jury had legally sufficient evidence available with which to support its damages award.

Gyro-Trac has several additional arguments, all of which lack merit. It argues that the trial judge erred by submitting jury questions on both breach of contract and Chapter 19 violations because this allowed the jury to award double damages. There is nothing in the damages jury question, however, which would indicate the jury doubled the award. Gyro-Trac also argues that Gyro-Trac, Inc. was not a supplier under Chapter 19. We need not determine what a supplier is under Texas law, however, because Gyro-Trac, Inc. was a signatory on the contract, which the jury found had been breached. Any error in including Gyro-Trac, Inc. under Chapter 19 is therefore harmless, since it would still be liable on the alternative breach of contract. Further, Gyro-Trac claims that the trial judge erred in responding to a jury note, but agrees that the trial judge answered the note's question correctly. There was no abuse of discretion in failing to give a supplemental instruction. Finally, Gyro-Trac argues that it was error to allow a witness, Jon Flournoy, to testify concerning possible fraud. But Flournoy never testified that Gyro-Trac had committed fraud, and any possible errors in admitting his other testimony were harmless.

For the foregoing reasons, the judgment of the district court is **AFFIRMED**.

A true copy
Attest:
Clark, U. S. Court of Appeals, Fifth Cir.
By 
Deputy
New Orleans, Louisiana 1/14/09

ATTACHMENT NO. 6

DEMAND FOR PAYMENT ON STANDBY LETTER OF CREDIT

AO 451 (Rev.12/93) Certification of Judgment

UNITED STATES DISTRICT COURT

SOUTHERN

DISTRICT OF

TEXAS

Right of Way Maintenance Company d/b/a Rowmec

V.

Gyro-Trac, Inc. and Gyro-Trac (U.S.A.), Inc.

CERTIFICATION OF JUDGMENT
FOR REGISTRATION IN
ANOTHER DISTRICT

Case Number: H-05-4081

Michael N. Milby

I, Michael N. Milby Clerk of the United States district court certify that the attached judgment is a true and correct copy of the original judgment entered in this action 6/12/07, as it appears in the records of this court, and that

Date

Gyro-Trac, Inc. and Gyro-Trac (U.S.A.), Inc. filed a notice of appeal on July 12, 2007. All motions of the kinds listed in Rule 4(a) of the Federal Rules of Civil Procedure have been disposed of, and the last order disposing of such motions was entered on July 30, 2007. Neither Gyro-Trac, Inc. nor Gyro-Trac (U.S.A.), Inc. has superceded the judgment by bond or otherwise and neither has applied for an order granting a stay of execution in the District Court or the 5th Circuit, and no such order granting a stay of execution has been granted.

IN TESTIMONY WHEREOF, I sign my name and affix the seal of this Court.

MAR 19 2008

Date

Michael N. Milby

Clerk

(By) Deputy Clerk

*Insert the appropriate language: ... "no notice of appeal from this judgment has been filed, and no motion of any kind listed in Rule 4(a) of the Federal Rules of Appellate Procedure has been filed." ... "no notice of appeal from this judgment has been filed, and any motions of the kinds listed in Rule 4(a) of the Federal Rules of Appellate Procedure (†) have been disposed of, the latest order disposing of such a motion having been entered on [date]." ... "an appeal was taken from this judgment and the judgment was affirmed by mandate of the Court of Appeals issued on [date]." ... "an appeal was taken from this judgment and the appeal was dismissed by order entered on [date]."

(†Note: The motions listed in Rule 4(a), Fed. R. App. P., are motions: for judgment notwithstanding the verdict; to amend or make additional findings of fact; to alter or amend the judgment; for a new trial; and for an extension of time for filing a notice of appeal.)

PLAINTIFF'S
EXHIBIT

3

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

RIGHT OF WAY MAINTENANCE COMPANY
D/B/A ROWMEC,

Plaintiff,

v.

GYRO-TRAC, INC.
AND GYRO-TRAC (U.S.A.), INC.,

Defendants.

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CIVIL ACTION H-05-4081

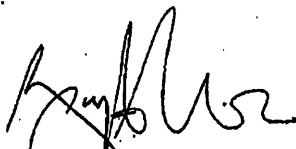
FINAL JUDGMENT

Based on the unanimous verdict returned June 6, 2007,¹ by a duly empaneled jury of eight, it is ORDERED that plaintiff Right of Way Maintenance Equipment Company d/b/a Rowmec recover the sum of \$3,600,000.00 on its claims against Gyro-Trac, Inc. and Gyro-Trac (U.S.A.), Inc. jointly and severally plus post-judgment interest at the rate of 4.98 percent annually from the date of this judgment until paid.

It is further ORDERED that all taxable costs of court are assessed against defendants Gyro-Trac, Inc. and Gyro-Trac (U.S.A.), Inc. jointly and severally.

This is a FINAL JUDGMENT.

Signed at Houston, Texas on June 12, 2007.



Gray H. Miller
United States District Judge

¹ See Dkt. 150 (Verdict Form).

ATTACHMENT NO. 7

DEMAND FOR PAYMENT ON STANDBY LETTER OF CREDIT

United States Court of Appeals
Fifth Circuit

UNITED STATES COURT OF APPEALS **FILED**

December 18, 2008

FOR THE FIFTH CIRCUIT

Charles R. Fulbruge III
Clerk

No. 07-20528

D.C. Docket No. 4:05-CV-4081

RIGHT OF WAY MAINTENANCE COMPANY, doing business as Rowmec

Plaintiff - Appellee

v.

GYRO-TRAC INC; GYRO-TRAC (USA) INC

Defendants - Appellants

Appeal from the United States District Court for the
Southern District of Texas, Houston.

Before REAVLEY, CLEMENT, and PRADO, Circuit Judges.

J U D G M E N T

This cause was considered on the record on appeal and was
argued by counsel.

It is ordered and adjudged that the judgment of the District
Court is affirmed.

IT IS FURTHER ORDERED that defendants-appellants pay to
plaintiff-appellee the costs on appeal.

ISSUED AS MANDATE:

A True Copy
Attest

Clerk, U.S. Court of Appeals, Fifth Circuit

By: _____
Deputy

New Orleans, Louisiana

ATTACHMENT NO. 8

DEMAND FOR PAYMENT ON STANDBY LETTER OF CREDIT

**Certified Copy of Harris County Order Controlling Demand
to be Substituted Here**

EXHIBIT NO. 2

FILED
Loren Jackson
District Clerk

FEB 02 2009

Time: _____
By _____
Harris County, Texas
Deputy

CAUSE NO. 2009-01433

BANDAS LAW FIRM, P.C., AND
MOULTON & MEYER, L.L.P.

VS.

RIGHT OF WAY MAINTENANCE
EQUIPMENT COMPANY D/B/A
ROWMEC

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IN THE DISTRICT COURT

113th JUDICIAL DISTRICT

HARRIS COUNTY, TEXAS

SUPPLEMENTAL ORDER

On the twenty-third day of January, 2009 came on to be heard Plaintiffs' Bandas Law Firm, P.C. and Moulton & Meyer, L.L.P.'s ("Plaintiffs") Application for Temporary Injunction. The Court, having acknowledged that proper notice of this hearing was given to counsel for Defendant Right of Way Maintenance Equipment Company d/b/a Rowmec ("Rowmec"), having heard the arguments of counsel, and having considered the exhibits, evidence, and testimony offered at the hearing, found that Plaintiffs met all requirements for the issuance of a temporary injunction and therefore the Court entered a separate order granting Plaintiffs' application for temporary injunction, which all parties have received and which is attached hereto. The Court is also in possession of the original letter of credit and original amendment thereto are in the possession of the Court ("the Original Letter of Credit"):

Standby Letter of Credit
Issued by the Bank of Montreal, Toronto, Canada
Letter of Credit No. BMT 02040710S
Whitney Bank's reference No. AS53674

The Court further ORDERS as follows:

1. The Original Letter of Credit will be withdrawn from the Court, handed over to Chris Bandas of The Bandas Law Firm, P.C., and shall be presented to Whitney Bank and to the Bank of Montreal by Chris Bandas of The Bandas Law Firm, P.C.;

2. Rowmec, Cambridge Management Group, LLC, and Plaintiffs have conferred on the form of documents to be executed and presented to Whitney Bank and those documents shall be executed by John O'Hagan in the Courtroom of the 113th Judicial District Court of Harris County, Texas on behalf of Rowmec, pursuant to the attached Rule 11 Agreement, to ensure Whitney Bank honors the Original Letter of Credit;

3. Chris Bandas of The Bandas Law Firm, P.C. will receive the proceeds from the Original Letter of Credit or deposit such proceeds into the IOLTA account held by The Bandas Law Firm, P.C. Chris Bandas of The Bandas Law Firm, P.C. will then immediately deliver to Cambridge Management Group LLC the portion of the Recovery due it under the Assignment and Security Agreement, pursuant to the instructions of Cambridge Management Group LLC and the terms of the Assignment and Security Agreement.

4. Any and all remaining proceeds from the Original Letter of Credit that are received by The Bandas Law Firm, P.C. and after payment to Cambridge Management Group LLC shall be deposited into and shall remain in the registry of the 113th Judicial District Court of Harris County, Texas until further orders of this Court are issued.

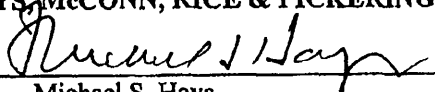
It is so ORDERED.

Signed on this the 2nd day of February, 2009.


JUDGE PRESIDING

APPROVED AND ENTRY REQUESTED:

HAYS, McCONN, RICE & PICKERING

By: 

Michael S. Hays
State Bar No. 09304500
Michael M. Gallagher
State Bar No. 24040941
1233 West Loop South, Suite 1000
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Telephone: (713) 654-1111
Facsimile: (713) 650-0027
ATTORNEYS FOR PLAINTIFFS
BANDAS LAW FIRM, P.C. AND
MOULTON & MEYER, L.L.P.

APPROVED AND ENTRY REQUESTED:


FIRTH JOHNSTON MARTINEZ

By: 

Christopher R. Johnston
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Facsimile: (915) 532-7503
ATTORNEYS FOR DEFENDANT
RIGHT OF WAY EQUIPMENT MAINTENANCE
COMPANY D/B/A ROWMEC

APPROVED AND ENTRY REQUESTED:


LOWE & ASSOCIATES

By: 

Robert J. Lowe, Jr.
Wachovia Center
177 Meeting Street, Suite 400
Charleston, South Carolina, 29401
ATTORNEYS FOR DEFENDANT
RIGHT OF WAY EQUIPMENT MAINTENANCE
COMPANY D/B/A ROWMEC

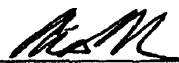
APPROVED AND ENTRY REQUESTED:

CRUSE, SCOTT, HENDERSON ALLEN, L.L.P.

By: 
David J. McFaggart
2777 Allen Parkway, 7th Floor
Houston, Texas 77019
ATTORNEY FOR DEFENDANT
SHACKELFORD LAW FIRM
& By Permission

APPROVED AND ENTRY REQUESTED:

GARDERE WYNNE SEWELL LLP

By: 
Alexander C. Chae
State Bar No.04056090
1000 Louisiana, Suite 3400
Houston, Texas 77002-5007
ATTORNEY FOR DEFENDANT
CAMBRIDGE MANAGEMENT GROUP, LLC

CAUSE NO. 2009-01433

BANDAS LAW FIRM, P.C., AND
MOULTON & MEYER, L.L.P.

VS.

RIGHT OF WAY MAINTENANCE
EQUIPMENT COMPANY D/B/A
ROWMEC

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IN THE DISTRICT COURT

113th JUDICIAL DISTRICT

HARRIS COUNTY, TEXAS

ORDER ON PLAINTIFFS' APPLICATION FOR TEMPORARY INJUNCTION

On the ____ day of January, 2009 came on to be heard Plaintiffs' Bandas Law Firm, P.C. and Moulton & Meyer, L.L.P.'s ("Plaintiffs") Petition for Temporary Injunction. The Court, having acknowledged that proper notice of this hearing was given to counsel for Defendant Right of Way Maintenance Equipment Company d/b/a Rowmec ("Rowmec"), having heard the arguments of counsel, and having considered the exhibits, evidence, and testimony offered at the hearing, finds as follows:

It clearly appears from these papers that Plaintiffs are entitled to a temporary injunction against Rowmec; that Plaintiffs will sustain irreparable harm for which they have no adequate remedy at law, and which is imminent, unless Rowmec, its agents, employees, and attorneys, or anyone acting in concert with or at the direction of Rowmec, is immediately enjoined from:

- a. Seeking any form of legal or equitable relief in Cause No. 09-01-00244; *Right of Way Maintenance Company, d/b/a Rowmec v. Bandas Law Firm, P.C., et al.*; in the 9th Judicial District Court of Montgomery County, Texas ("the Montgomery County lawsuit");
- b. Filing or sending or transmitting any notices, letters, motions, pleadings, or documents in connection with the Montgomery County lawsuit, other than to

expressly inform the judge of that Court that Rowmec is enjoined from any further action;

c. Taking any steps to take control of the standby letter of credit issued by the Bank of Montreal;

d. Taking any steps to collect funds through the standby letter of credit issued by the Bank of Montreal or by any other alternative means attempt to collect funds from Gyro-Trac and/or Bank of Montreal.

The Court further explicitly finds that in the absence of a temporary injunction, Plaintiffs would suffer an irreparable injury because Rowmec and its counsel would unduly and improperly interfere with the collection and presentment of the letter of credit to satisfy the judgment regarding the lawsuit styled *Right of Way Maintenance Equipment Company d/b/a Rowmec v. Gyro-Trac, Inc. and Gyro-Trac (USA), Inc.*, Civil Action No. 4:05-cv-4081; In the United States District Court for the Southern District of Texas, Houston Division ("the underlying lawsuit"). The Court further finds that in the absence of a temporary injunction, Plaintiffs would suffer an irreparable injury because Plaintiffs' property and contractual interest in the recovery of funds in the underlying lawsuit would be threatened by Rowmec's interference with the collection and presentment of the letter of credit to satisfy the judgment regarding the underlying lawsuit. The Court further finds that Plaintiffs have no adequate remedy at law because Rowmec initiated the Montgomery County lawsuit. The court further finds that Plaintiffs have no adequate remedy at law because Rowmec requested injunctive and monetary relief in the Montgomery County lawsuit, which, if granted, would place Plaintiffs in the position of having to comply with conflicting, contradictory orders from two separate Courts and would have resulted in Rowmec acquiring possession of the original letter of credit.

The Court finds that because it has possession of the original letter of credit, it has dominant jurisdiction over the property and property interests at issue in this lawsuit and that no other Court may exercise jurisdiction. The Court further finds that this lawsuit was filed before the Montgomery County lawsuit and that Rowmec filed the Montgomery County lawsuit after having actual knowledge of the existence of this lawsuit.

Based on the foregoing findings, exhibits, and evidence before the Court, which are incorporated by reference, the Court finds that Plaintiffs have met their evidentiary burden under the Texas Rules of Civil Procedure and have met all requirements for the issuance of a temporary injunction. The Court finds that Plaintiffs have presented evidence to support a probable right of recovery and a probably injury. The Court further finds that Plaintiffs have shown that in the absence of a temporary injunction, they will suffer an irreparable injury for which there is no adequate remedy at law. Therefore, it is hereby;

ORDERED that Rowmec, its agents, employees, and attorneys, or anyone acting in concert with or at the direction of Rowmec, is immediately enjoined from:

- a. Seeking any form of legal or equitable relief in the Montgomery County lawsuit;
- b. Filing or sending or transmitting any notices, letters, motions, pleadings, or documents in connection with the Montgomery County lawsuit, other than to expressly inform the judge of that Court that Rowmec is enjoined from any further action;
- c. Taking any steps to take control of the standby letter of credit issued by the Bank of Montreal;

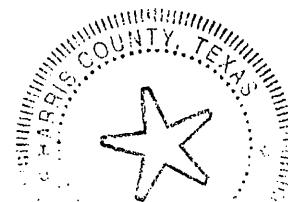
05905.1 / 1152685.1

**STATE OF TEXAS
COUNTY OF HARRIS**

I, Loren Jackson, District Clerk of Harris County, Texas, certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office this

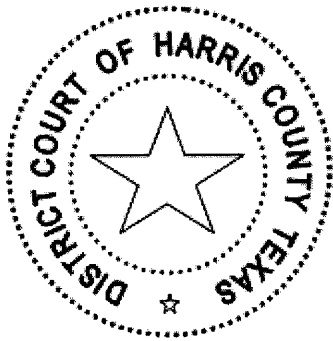
LOREN JACKSON, DISTRICT CLERK
HARRIS COUNTY, TEXAS

Deputy



2-02-09

[Signature]



I, Loren Jackson, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date
Witness my official hand and seal of office
this September 02, 2009

Certified Document Number: 40876625 (Total Pages 60)

LOREN JACKSON, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com